

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

1700 K STREET
SACRAMENTO, CA 95814-4037
TDD (916) 445-1942



May 16, 2005

Dear Prospective Bidder:

Thank you for your interest in the Department of Alcohol and Drug Programs' (ADP) Request for Proposals (RFP) for a State Medical Director on Substance Abuse Services. ADP is the single state agency authorized to receive federal Substance Abuse Prevention and Treatment (SAPT) block grant funds from the Substance Abuse and Mental Health Services Administration for the provision of alcohol and other drug (AOD) prevention, treatment, and recovery services. The SAPT block grant requires recipient state agencies to secure AOD, medical, and public health related consultation services of a licensed physician.

The statewide AOD system of care is comprehensive and consists of all 58 California counties, local government agencies, and public and private AOD providers. As the leader of this comprehensive system of care, ADP's critical functions as related to this RFP are to:

- Develop and implement AOD abuse prevention and intervention strategies.
- Provide public information on AOD problems and programs.
- Determine best practices statewide for the AOD continuum of care, defined as prevention, intervention, treatment, recovery, and aftercare services.
- Develop statewide standards for assuring minimal levels of service quality provided by AOD programs.

The State Medical Director's role is to provide consultation to ADP, as requested, on issues related to AOD services. Specifically, ADP seeks a physician licensed by the Medical Board of California and residing in California to provide consultation on health aspects of providing AOD services, best practices, and emerging health issues related to AOD abuse. There are many upcoming projects and issues for which ADP seeks consultation services. Some of the issues and projects ADP will be addressing during the period of the contract that may result from this RFP are:

- Co-occurring disorders and other issues relating to mental health;
- Issues concerning substance-abusing women;
- Age-related AOD issues affecting the elderly or transition-age youth, including persons involved with the foster care and juvenile justice systems; and
- Buprenorphine and any other federally approved drugs for substance abuse treatment.



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Please note that the duties of the State Medical Director are not limited to these issues and projects, and the State Medical Director will use physicians or other consultants to carry out these tasks. For the full range of the State Medical Director responsibilities, refer to Section 1.7 of the RFP.

For questions regarding this RFP, please contact me at (916) 322-3060 or via email at kfrost@adp.state.ca.us.

For additional information, including responses to questions raised by prospective bidders, please refer to our website at: http://www.adp.ca.gov/adp_rfps.shtml.

Sincerely,

*O/S by
Kathryn L. Frost*

Mrs. Kathryn L. Frost
Contract Manager

STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
REQUEST FOR PROPOSALS
ADP-RFP-05-2

STATE MEDICAL DIRECTOR ON SUBSTANCE ABUSE SERVICES

SYNOPSIS

This is a Request for Proposals (RFP) to provide the Department of Alcohol and Drug Programs (ADP), as the Single State Agency recipient of the federal Substance Abuse Prevention and Treatment Block Grant, a Medical Director on Substance Abuse Services in compliance with Public Health Services Act, Title 45, Code of Federal Regulations, Part CFR 96 (Attachment VI).

The contract term will be for one year, with the possibility of renewal for two additional one-year contract periods. Bids should be submitted for an amount up to, but **not to exceed, \$162,000 for the full contract term of one year**. Funding of the second and third year renewals is at the discretion of ADP and is contingent upon the availability of funds and performance of services to the satisfaction of ADP.

The Medical Director must be a licensed physician who holds a current, valid medical license issued by the Medical Board of California, without any prior enforcement or disciplinary action in any jurisdiction within at least the past 10 years. Physicians who are not licensed by the Medical Board of California, or who have conditions or restrictions on their license, are ineligible for consideration.

The contractor and all persons providing services under the contract must be free of any conflict of interest, as required of state officers, consultants, and employees by Government Code, Sections 1090 et. seq. and Section 19990, and ADP's Statement of Incompatible Activities. Additional information regarding incompatible activities is contained in Government Code, Sections 1090 et. seq. and Section 19990, ADP's Conflict of Interest regulations (applicable Disclosure Category 1), and the Statement of Incompatible Activities issued by ADP. Refer also to Attachment II, page 26, paragraph 3 (Conflict of Interest) of this Request for Proposal.

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1.0 GENERAL INFORMATION

1.1 Definitions

See Attachment I for a listing of definitions and concepts related to this Request for Proposal (RFP).

1.2 Goal

It is the goal of the Department of Alcohol and Drug Programs (ADP) to obtain the services of a State Medical Director on Substance Abuse Services to assist ADP in remaining compliant with Substance Abuse Prevention and Treatment (SAPT) Block Grant requirements set forth in 45 Code of Federal Regulations (CFR) 96. This can be achieved by securing the consultation services of a physician residing in California, who holds a current, valid medical license issued by the Medical Board of California without any prior enforcement or disciplinary action in any jurisdiction within at least the past 10 years, to consult with ADP Executive Staff to provide reviews and recommendations on procedures for implementation and compliance with state and federal laws and regulations as required, including the following requirements in 45 CFR 96, Sections:

- 96.124(f) Perinatal set-aside allocation requirements
- 96.127(a) Tuberculosis (TB) requirements
- 96.128 Human Immunodeficiency Virus (HIV) requirements
- 96.131(e) Treatment services for pregnant women
- 96.136 Independent peer review of the treatment services system

1.3 Background

To receive SAPT Block Grant funds, ADP must comply with requirements of 45 CFR 96. One of the requirements contained in 45 CFR 96 is for ADP to acquire the services of a Medical Director on substance abuse services. The Medical Director must be a licensed physician with the knowledge, skill, and ability to address the multiple physical and psychological problems associated with substance abuse.

In the past, ADP received medical consultation services from the Department of Health Services. In 1998, ADP began contracting with the Institute for Health and Aging at the University of California, San Francisco (UCSF). The contract with UCSF will expire June 30, 2005.

Under the current contract, the Medical Director provides ADP with consultation on effective substance abuse treatment, primary medical care, infection control, and compliance with 45 CFR 96. The Medical Director's focus includes the aforementioned SAPT Block Grant requirements and the quality of AOD

continuum of care delivered by providers, defined as: prevention, intervention, treatment, recovery, and aftercare services.

1.4 Minimum Qualifications of Bidder

The bidder and any subcontractors must be individuals/organizations in good standing with the State of California and the Federal Government. See Attachment II, Significant Contract Terms number 19, for other subcontract requirements.

The Medical Director must be a physician licensed to practice in California, with no conditions or restrictions on their license. In addition, the physician must be without prior enforcement or disciplinary action in any jurisdiction within at least the past 10 years and not currently under investigation by any licensing or law enforcement agency. Physicians who are not licensed by the Medical Board of California, or who have conditions or restrictions on their license are ineligible to be the State Medical Director.

The Medical Director, staff, and consultants employed for purposes of this contract must demonstrate the knowledge, skill, and ability to address multiple physical and psychological problems associated with AOD abuse; furthermore, they are to provide ADP with clinical consultation regarding effective AOD continuum of care, primary medical care, infection control, public health, and quality assurance.

The bidder selected is precluded from employing (directly or by way of a consultant or other independent contractor) as State Medical Director (except for any backup physician under the Medical Director's supervision), any person who:

- A. Receives compensation for employment funded by an ADP contract.
- B. Performs any act or function other than in his or her capacity as a state officer which may be subject to the person's control, inspection, review, audit or enforcement.

Additional information regarding incompatible activities is contained in Government Code (GC) Section 1090 et. seq., GC Section 19990, and the Statement of Incompatible Activities issued by ADP. Refer also to Attachment II, page 25, paragraph 3 (Conflict of Interest) of this RFP.

The bidder, their staff, and any subcontractors or consultants are subject to all Conflict of Interest rules applicable to public officials (see RFP section 1.6 D).

1.5 Funding Period

The contract period is for nine months (October 1, 2005 through June 30, 2006) from the contract effective date, with the possibility of renewal for two additional one-year periods (two year, nine-months maximum total). Funding of the second and third year renewals is at the discretion of ADP, and is contingent upon the availability of funds and performance of services to the satisfaction of ADP.

1.6 Contract Terms and Conditions

- A. Following the selection process to determine which bidder, if any, is to be an award recipient, a contract will be prepared between the selected bidder and ADP. The contract will be based upon the Technical Proposal, Bid Proposal, all criteria contained in this RFP, the State Administrative Manual, the State's General Terms and Conditions (GTC 304) that may be viewed at Internet site: www.documents.dgs.ca.gov/ols/GTC.304.doc, and applicable provisions of the Government Code, the Public Contract Code and any Federal requirements. Attachment II, Significant Contract Terms, lists other provisions that will be included in the contract. ADP does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. No oral understanding or agreement shall be binding on either party.
- B. Contractor must complete and submit to ADP the Payee Data Record (STD 204, Rev. 6/2003) upon award of the Agreement, in order to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.documents.dgs.ca.gov/osp/pdf/Std204.pdf, Standard Forms, Fill & Print Standard eForms. No payment shall be made unless a completed STD 204 has been returned to ADP. This document is required only if it is not already on file with ADP and no changes have occurred to the Contractor Identification Number and/or address and/or name.
- C. Upon award of the Agreement, Contractor must sign and submit to ADP, the Contractor Certification Clauses (CCC 304) which can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language. This document is required only if it is not already on file with ADP.

- D. Upon award of the Agreement, a Statement of Economic Interests Form will be required of contractor's staff, or subcontractor's staff who are "consultants," as defined in the Political Reform Act of 1974. These disclosures (applicable Disclosure Category 1) would include the following: All interests in real property, investments, business positions, income, and his/her status as a director, officer, partner, trustee, employee, or holder of any management position in any business entity or nonprofit corporation. The Statement of Economic Interests Form (Form 700) can be found at www.fppc.ca.gov, please use the "Form 700 (2004/05)" link/version.
- E. Upon award of the agreement, Contractor may be required to disclose any lobbying activities.

1.7 Scope of Work and Deliverables

The Medical Director scope of work and deliverables will be consistent and appropriate to activities and projects supported by, and relevant to, ADP's SAPT Block Grant funding.

- A. Provide a Medical Director, an administrative coordinator, and consultants that will supply ADP with effective and timely consultation (oral and written) for implementation and compliance with state and federal laws and regulations as required, including the following requirements in 45 CFR 96, Sections:
- 96.124(f) Perinatal set-aside allocation requirements
 - 96.127(a) Tuberculosis (TB) requirements
 - 96.128 Human Immunodeficiency Virus (HIV) requirements
 - 96.131(e) Treatment services for pregnant women
 - 96.136 Independent peer review of the treatment services system
- B. Assist ADP, as necessary, in the implementation of departmental goals, objectives, and mandates, including those outlined in ADP's Strategic Plan, located at www.adp.ca.gov, "What's New."
- C. Provide white papers, as requested by ADP, to report on and inform ADP about emerging issues relating to AOD abuse and continuum of care as requested.
- D. Brief the ADP Director or designee for at least one hour on a monthly basis, in person or by phone, on topics relevant to this contract and emerging issues.

- E. Provide approximately four in-house trainings of up to eight hours per session, as requested, to ADP staff or others regarding AOD abuse; best treatment practices including research-based practices; and, emerging issues regarding AOD continuum of care.
- F. Provide consultation services and assist ADP at approximately eight presentations on topics and at locations within California to be determined.
- G. Assist ADP, as requested, in developing criteria/guidelines for identifying and meeting treatment needs for various AOD-abusing populations and for research-based treatment practices.
- H. Confer with ADP's State Medical Director project coordinator at least once a month to review progress on contract and billing issues, formulate plans for the coming months, and discuss project issues to develop remedies expeditiously.
- I. To ensure accurate expenditure monitoring, the Medical Director and their assigned personnel must contact designated/authorized ADP personnel prior to incurring additional costs or devoting additional hours to project(s) assigned under the terms of this Agreement.

Written, prior approval of the anticipated costs and/or hours is required. Failure to obtain specified approval will result in a contractor incurring those costs without reimbursement by ADP.

- J. Be available for conference calls, meetings, and provision of consultation on short notice. In the event of unavailability for such activities, at least one back-up, who is also a licensed physician, must be available.
- K. Provide monthly written activity reports in an approved format, tied to the contractual Scope of Work, to ADP's State Medical Director project coordinator.
- L. Provide a final report summarizing and describing the effectiveness of contract services provided. The report is due to ADP no later than 30 days before the end of the contract.

2.0 TECHNICAL PROPOSAL

The Technical Proposal describes the method, staffing, and funding needed to develop and deliver services requested by this RFP.

2.1 Specific Requirements:

- A. Order of Responses: All required components of the proposal must be present and follow the order of the RFP. Bidders' response to each item in this RFP must be identified in their proposal by the same numbers and letters to which the response applies.

(Required; no points)

- B. Cover Sheet: Include the RFP number and title, name of bidder agency, and name and telephone number of the contact person for the bidder agency.

(Required; no points)

- C. Table of Contents: Provide a Table of Contents that lists each section responded to in this RFP and its page number. List attachments. Use the same sequence and titles used in this RFP.

(Required; no points)

2.2 General Guidelines:

- A. ADP seeks a contractor who demonstrates the ability to apply innovative and creative methods and approaches to the Scope of Work outlined in RFP Section 1.7.
- B. The Technical Proposal should be specific regarding the methods and personnel to be used.
- C. The Technical Proposal must clearly and fully demonstrate an understanding of the subject, the best methods for delivery of services, and the technical problems inherent in the process.
- D. The Technical Proposal must clearly convey the intent and understanding necessary to accomplish project requirements.
- E. Simply stating that the bidder understands the requirements of this RFP or paraphrasing this RFP will be considered inadequate.
- F. Phrases such as, "well known techniques will be used" and similar statements are considered unacceptable.
- G. ADP recognizes that all technical factors cannot be detailed in advance. However, the Technical Proposal must sufficiently detail how the bidder would accomplish project requirements including a full explanation of techniques, procedures, and staffing to be used.

2.3 **Technical Proposal Scoring**

The maximum score possible for the Technical Proposal is **155** points. The minimum standard ADP will accept for the Technical Proposal is **116.25** points (75 percent). This score will be determined by a Selection Review Committee. Those proposals not meeting this minimum standard will not be considered for funding. The Technical Proposal score will then be added to the Cost Proposal score to determine the overall score.

The six weighted evaluation criteria and their respective possible points are as follows:

<u>Category</u>	<u>Maximum Possible Score</u>
The Role of the State Medical Director in relation to Section 1.7 of this RFP	15 Points
Operation and Service Delivery	35 Points
Bidder's Agency Qualifications	20 Points
Project Personnel	60 Points
Project Budget	25 Points
Total	155 Points

2.4 **Bidder is to provide written responses to the following:**

A. The Role of the State Medical Director in Relation to Section 1.7 of this RFP

1. State your understanding of the roles and responsibilities of the State Medical Director with regard to the Scope of Work and Deliverables in Section 1.7 of this RFP.

Maximum Score: 15 points

B. Operation and Service Delivery

1. Project Work Plan (may be typed single spaced)

Using Attachment III as a guide, write a nine-month (October 1, 2005 through June 30, 2006) work plan, which should include the following items: the contract goal, objectives needed to reach the contract goal, tasks necessary to complete the objectives, responsible staff (classification or name), and expected outcomes. All services and deliverables listed in RFP Section 1.7 should be included.

Maximum Score: 25 points

2. Describe any difficulties/problems anticipated in providing the duties outlined in Section 1.7 of this RFP and discuss how they will be addressed.

Maximum Score: 10 points

3. **Bidder is to identify any potential conflicts of interest (see RFP section 1.6D and RFP Attachment II, page 25, paragraph 3). If none, bidder must clearly state so in its bid response.** Prior to contract execution, the successful bidder may be required to submit a plan to prevent any actual conflicts of interest under this contract. Examples include, but are not limited to:
- a. A consultant is part owner of a narcotic treatment program. The consultant would be disqualified from participating in, or influencing, any decision that would materially financially impact narcotic treatment programs.
 - b. A consultant is also the executive director of an organization. The consultant would be disqualified from participating or influencing any decisions that would advance or inhibit the accomplishment of the organization's goals.
 - c. A consultant's spouse is employed by a methadone detoxification program licensed by ADP. The consultant would be disqualified from participating in, or influencing, any decision that would materially financially impact methadone detoxification facilities licensed by ADP.

(Required; no points)

C. Bidder's Agency Qualifications

1. Submit an annotated list of work experience, relevant to this RFP, conducted by the bidder's agency in the last three years, or currently in progress. This list must include:
- a. Contracting organization;
 - b. Synopsis of work performed; and,
 - c. Contracting period.

Maximum Score: 20 points

2. Submit at least two letters of recommendation from agencies for whom the bidder has provided services (relevant to the AOD field) during the last three years. **The letters should describe the services and duration of services performed on the hiring agencies' letterhead.**

(Required; no points)

D. Project Personnel

1. Provide job titles and duty statements describing the activities each project staff position, including consultants, will perform during the project. Include name of project staff and consultants, if known.

Identify the individuals' positions and indicate the percentage of time each project staff member will devote to **each** activity listed in their duty statement (to include the actual time expended by the Medical Director). Include overall total percent of time devoted to project - 100% accountability is required. For consultants, do not indicate percent of time; instead, indicate estimated number of hours or days consultants will be utilized.

Maximum Score: 10 points

2. Submit curricula vitae showing experience and qualifications of all key project staff (including consultants). For physicians acting in the capacity of the Medical Director, also include copies of medical licenses, copies of the American or California Society of Addiction Medicine or the American Academy of Addiction Psychiatry or equivalent certifications or eligibility (if applicable), and letters of good standing from the State Medical Board. This information must be included in the initial proposal and must be presented upon request throughout the term of the contract. If project staff is unknown, include qualifications for the position(s). Staff qualifications must be appropriate and sufficient to accomplish duties and program objectives.

Scoring Note: Qualification of unknown staff will not merit as highly as known staff based on resumes submitted. Curricula vitae will be scored based on the level of staff qualifications as they relate to the requirements of this RFP.

Knowledge of the following (direct experience preferred) should be reflected in the submitted curricula vitae:

- AOD continuum of care;
- Medical (physical and psychological) aspects of AOD use, abuse, and treatment;
- AOD abuse of designer drugs, stimulants, and opioids, both individually and in combination with other drugs;
- AOD research;
- Public health policy and public health administration;

- Requirements of 45 CFR 96, Sections:
 - 96.124(f) Perinatal set-aside allocation requirements;
 - 96.127(a) Tuberculosis (TB) requirements;
 - 96.128 Human Immunodeficiency Virus (HIV) requirements;
 - 96.131(e) Treatment services for pregnant women; and,
 - 96.136 Independent peer review of the treatment services system.
- A range of programmatic and management issues related to AOD:
 - Treatment/recovery and case management;
 - Co-occurring disorders;
 - Prevention and intervention strategies and activities;
 - The elderly and transition-age youth;
 - Quality assurance; and,
 - Policy development.
- All components of AOD continuum of care service delivery systems, including program services such as:
 - Prevention/education;
 - Clinical prevention interventions;
 - Outreach;
 - Referrals;
 - Assessment to include co-occurring disorders and trauma;
 - Motivational interviewing;
 - Treatment planning;
 - Counseling including gender-specific and trauma-informed services and the scientifically-based approaches to drug addiction treatment listed in the National Institute on Drug Abuse's *Principles of Drug Addiction Treatment – A Research-Based Guide*;
 - Family services that include persons involved with the foster care and juvenile justice systems;
 - Detoxification and maintenance;
 - Infection/disease control;
 - Individualized and group approaches to treatment/recovery in both outpatient and residential settings; and,
 - Aftercare services.
- Organizing, developing, and conducting technical assistance, training, and other presentations.

Maximum Score: 40 points

3. Physicians must provide documentation of:

- Membership in organizations such as: the American Society of Addiction Medicine, the California Society of Addiction Medicine, the American Academy of Addiction Psychiatry, or equivalent organizations with an equally strong emphasis on AOD continuum of care services.

Maximum Score: 5 points

- High levels of involvement in or recognition by certifying bodies such as the American Society of Addiction Medicine (ASAM), the California Society of Addiction Medicine (CSAM), the American Academy of Addiction Psychiatry (AAP), or equivalent organizations with an equally strong emphasis on AOD continuum of care services. These may include but not be limited to Fellow of the American Society of Addiction Medicine, approval by the American Medical Association's Board of Medical Specialties in Addictions, or the American Psychiatric Association's Certificate of Added Qualifications in Addiction.

Maximum Score: 5 points

Scoring Note: Equivalencies may not be scored as highly as current certifications by ASAM, CSAM, or AAP.

4. Letters of commitment from consultants, or others who are proposed principals for this project (not bidder's employees), must be submitted with the proposal. The letter should be submitted on the proposed consultant's letterhead and must state that the consultant has read the proposal and agrees to participate in the activities at the level specified. **Failure to include the letter(s) of commitment may result in disqualification of the proposal.**

(Required; no points)

E. Project Budget

Proposal must be fully supported by cost and pricing data adequate to justify the bid amount.

1. A detailed line item budget must be completed showing individual line items under budget categories. Use the Sample Budget Format, RFP Section 2.5 and Attachment IV, Sample Budget, to prepare a budget for the bid amount.

Maximum Score: 10 points

2. All budget line items must be fully explained and justified in a narrative entitled "Budget Justification." This justification should include:
 - a. Why each individual line item is being charged to the project.
 - b. Why the quantity of a line item is reasonable (e.g., amount of personnel time, travel, and printing).
 - c. Why the cost of each line item is reasonable in price.
 - d. The formula used to determine the cost of each line item.

Maximum Score: 15 points

2.5 Line Item Budget Instructions

A. Direct Cost Categories

The direct cost budget categories are personnel services and operating expenses.

1. Personnel Services

Personnel services include each authorized staff position the bidder is devoting to this project listed by title, and a line item for fringe benefits showing the percentage rate.

A line item for each authorized position must provide a computation of the monthly or hourly salary rate, the number of months or hours the position will be filled, and the percentage of salaried time the position will devote to the project.

A salary range should be shown to include any anticipated wage increases during the period covered by the proposal.

All salaries must be fully justified in the budget justification and by job titles/duty statements/resumes under project personnel.

2. Operating Expenses

Operating expenses include all other direct cost line items, such as rent, travel and subsistence, supplies, consultants, etc.

A line item for rent must identify the number of square feet to be utilized for the project, and the cost per square foot.

ADP policy does not allow for purchase of furniture or equipment. Equipment is defined as an article of nonexpendable tangible personal property. A line item for equipment rental, use allowance (not to exceed

six and two-thirds percent of acquisition cost annually) or depreciation must identify the type of equipment.

Travel and per diem rates may not exceed the amounts paid to the State's represented employees as specified in the Travel and Subsistence Guidelines, Attachment V. Exemption to these rates, for bidder's staff only, may be approved by ADP upon submission of a statement by the bidder indicating that such rates are not available to the bidder. Food and beverage are unallowable costs except for meals permitted by the subsistence guidelines.

Consultant's costs must be fully explained and justified, including the cost per hour and number of hours. Consultant travel and per diem costs must be shown separately from staff travel costs. Fees should be consistent with the annual income of each consultant and market rates of similar services.

Subcontracts – see Attachment II, Significant Contract Terms number 19, for subcontract requirements including cost restrictions.

B. Indirect Cost Categories

1. Indirect Cost

An indirect cost category may be included in the budget if the applicant has a current indirect cost rate approved by the cognizant agency on behalf of the Federal Government; is in the process of obtaining such approval; or has other supporting documentation. A copy of the agreement approving the rate and/or the supporting justification data must accompany the Bid Proposal if an indirect cost category is requested. ADP reserves the right to deny an indirect cost category and request direct costing.

2. Overhead or Administrative Costs

An overhead or administrative cost category must be approved by ADP. The bidder must provide a list of all costs included in this category, and the methodology used to compute these costs. Costs included as overhead or administrative costs may not be simultaneously shown as direct or indirect costs in other parts of the budget. ADP may request direct costing.

C. Miscellaneous or Other

There should be no line items entitled miscellaneous or other. All line items must be fully explained and justified.

D. Budget Negotiations

The proposed budget may be negotiated at the option of ADP, but the total bid amount may not be increased.

2.6 Federal Grant Fund Restrictions

Funding for this project is provided through a federal grant and is contingent upon the availability of such funds for this purpose. Federal grant funds provided by this RFP cannot be used for the following:

1. Providing inpatient hospital services for alcohol or drug abuse programs.
2. Making cash payments to intended recipients of health services.
3. Purchasing or improving land; purchasing, constructing, or permanently improving any building or other facility; or purchasing major medical equipment.
4. Satisfying any requirement for the expenditure of nonfederal funds as a condition for the receipt of federal funds.
5. Providing financial assistance to any entity other than a public or nonprofit private entity.
6. Providing individuals with hypodermic needles or syringes so that such individuals may use illegal drugs.
7. Paying the salary of an individual at a rate in excess of \$180,100 per year.
8. Lobbying Congress or any federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan or in connection with legislation.

2.7 Method of Payment

The method of payment to the Contractor will be cost reimbursement. The cost reimbursement method of payment reimburses the Contractor no more frequently than monthly, in arrears, in accordance with the budget for actual expenditures paid. As required by the State Administrative Manual, 10% of each payment will be withheld as a final payment. No more than 90% of the contract amount will be paid prior to receipt of the final report. For contracts that consist of tasks that will be completed on a yearly basis, the 10% withhold will be released upon completion of each project year, and upon submission of the invoice requesting release of the 10% (invoice format will be included in actual contract package).

2.8 Funding Availability for Multi-Year Contracts

The contract will be valid and enforceable for subsequent years past the first year of the contract only if extended by ADP and only if sufficient funds are made available to ADP for the purposes of this program. In addition, the contract will be subject to any additional restrictions, limitations, or conditions enacted by the Legislature (or by Congress if federal funds are involved) and contained in the Budget Bill or any statute enacted by the Legislature (or by Congress) that may affect the provision, terms, or funding of the contract in any manner. If funds are not appropriated for this program, the contract will be terminated and have no further force and effect. The contract may also be amended to reflect a reduction in funding.

3.0 BID PROPOSAL

One copy of the Bid Proposal must be submitted. A separate sealed envelope for the bid proposal is **not** required.

Use your agency letterhead for your Bid Proposal and simply state the following:

Date

Mrs. Kathryn L. Frost, Contract Manager
Contracts Office, Administration
Department of Alcohol and Drug Programs
1700 "K" Street, 1st Floor
Sacramento, CA 95814-4037

The undersigned certifies that all requirements of the Request for Proposal known as "State Medical Director on Substance Abuse Services" ADP-RFP-05-2, were understood and complied with. In addition, the undersigned certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Our all-inclusive bid is as follows:

\$ _____

Signed: _____

Printed Name: _____

Title: _____

Bids shall be signed by the bidder. An unsigned bid will be rejected. A bid may be signed by an agent of the bidder if he/she is properly authorized by a Power

of Attorney submitted to ADP prior to the submission of the proposal or with the proposal.

3.1 **Total Cost**

The total cost shall not exceed **\$162,000** for a twelve-month period. Any proposal submitted with a bid in excess of **\$162,000** will automatically be rejected. **Contractor will not be allowed to charge participants a fee for services, materials, or events provided. Contractor cannot and will not be reimbursed for any services provided through this contract that were also requested and funded by a third party; i.e., providing a training pursuant to this contract and receiving payment for the same training from a third party.**

3.2 **Bid Proposal Scoring**

Bid Proposal scores will be determined as follows:

The lowest dollar Bid Proposal shall earn 65 points. The remaining bid proposals shall earn bid proposal points by applying the following formula:

$$\frac{\text{Lowest bid proposal (divided by)}}{\text{Other proposal bid amount}} = \text{_____} \times 65 \text{ points} = \text{Bid Score}$$

Calculations up to the nearest tenth of a decimal point will be used.

3.3 **Small Business Preference Program**

For information on the State Small Business Preference Program refer to the Internet website listed below. If applying for Small Business preference, follow the directions in Attachment VII. See Small Business Enterprise (SBE) website at <http://www.pd.dgs.ca.gov/smbus/default.htm>

3.4 **Economic Development Incentive Preference Programs** (Not all preferences may be required in all bid packages) If any preferences apply, include the Attachment below (delete the ones that do not apply).

For information on State economic development incentive programs refer to the following Internet websites listed below. If applying for any of the State's preference programs, follow the directions in Attachment VII.

- 1) Target Area Contract Preference Act (TACPA)
www.pd.dgs.ca.gov/edip/tacpa.pdf.
- 2) Enterprise Zone Act (EZA) - www.pd.dgs.ca.gov/edip/eza.htm.
- 3) Local Agency Military Base Recovery Area (LAMBRA) Act
www.pd.dgs.ca.gov/edip/lambra.htm.

4.0 ESTIMATED TIME SCHEDULE

- 4.1 RFP released to bidders: May 17, 2005**
- 4.2 Questions due from prospective bidders: May 31, 2005**
- 4.3 ADP's response to bidders' questions: June 6, 2005**
- 4.4 Letter of Intent due to ADP: June 7, 2005**
- 4.5 Bid proposals due by: June 13, 2005**
- 4.6 Award of contract: July 15, 2005**
- 4.7 Period of performance: October 1, 2005 through June 30, 2006**

5.0 SUBMISSION OF PROPOSAL

- 5.1** All proposals must be delivered to the address shown below and received and time stamped by an ADP employee by the date and time indicated in Section 4.0, Estimated Time Schedule. Proposals received after the due date and time will not be considered. Postmarks will not be acceptable to meet the deadline. Faxed proposals will not be accepted. If you plan to deliver your proposal in person, please allow at least 15 minutes to go through ADP's security procedures. Security guards are not ADP employees and will not time stamp proposals.

Proposals must be submitted in a sealed package clearly marked with the RFP number and title and be addressed to:

Medical Director RFP #05-2
Department of Alcohol and Drug Programs
Division of Administration, Contracts Office
1700 K Street, 1st Floor
Sacramento, CA 95814-4037

5.2 Bidder's proposals shall consist of the following:

- A. Technical Proposal. The Technical Proposal shall consist of responses to the following RFP Sections:
- 2.1 Specific Requirements
 - 2.4 A The Role of the State Medical Director in Relation to Section 1.7 of this RFP
 - 2.4 B Operation and Service Delivery
 - 2.4 C Bidder's Agency Qualifications
 - 2.4 D Project Personnel
 - 2.4 E Project Budget

Bidders shall submit a total of **five** copies of their Technical Proposal.

- B. Bid Proposal. The Bid Proposal shall consist of responses to the following RFP Sections:

- 3.0 Bid Proposal Letter
- 3.3 Small Business Preference Program
- 3.4 Economic Development Incentive Preference Programs

Bidders shall submit one copy of their Bid Proposal with an original signature.

- 5.3** The bidder's narrative response to the technical portion of the proposal should be double spaced and submitted on standard white, 8½" x 11" sized paper. The project work plan may be single-spaced. Each page shall be clearly and consecutively numbered.
- 5.4** The bidder's response to each item in this RFP must be identified with the same numbers and letters of the paragraph in the RFP to which the response applies.
- 5.5** Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., copied back-to-back, stapled in upper left-hand corner, no fancy bindings).
- 5.6** Costs for developing proposals are entirely the responsibility of the bidder and shall not be chargeable to the State of California or included in any cost elements of the price.
- 5.7** ADP, at its discretion, may reject any proposal, including those that are conditional, incomplete, contain any alterations of form, or contain other irregularities of any kind.

- 5.8** The Bid Proposal shall be signed by an individual who is authorized to bind the proposing firm contractually. The signature must indicate the title or position that the individual holds in the organization. An unsigned or improperly signed Bid Proposal may be rejected.
- 5.9** A proposal may be modified after its submission by withdrawal and resubmission prior to the time and date specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered.
- 5.10** A bidder may withdraw his/her proposal by submitting a written request for its withdrawal to ADP, signed by the bidder or an agent authorized in accordance with paragraph 5.8 above. The bidder may, therefore, submit a new proposal prior to the proposal submission time. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- 5.11** Bidders are cautioned to not rely on ADP during the evaluation to discover and report to the bidder any defects and any errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- 5.12** The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- 5.13** Issuance of the RFP in no way constitutes a commitment by ADP to award a contract. ADP may reject any or all proposals for reasonable cause and may waive any immaterial deviation of a proposal. ADP's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the bidder from full compliance with the RFP and the bidder's proposal if the bidder is awarded the contract. ADP may also cancel this RFP at any time.
- 5.14** More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason for believing that collusion exists among the bidders none of the participants in such collusion will be considered in this or future procurements.

6.0 EVALUATION AND SELECTION PROCESS

- 6.1** ADP will use the evaluation and selection procedure specified in Section 10377(c) of the Public Contract Code to select the proposal that will best meet ADP's needs. This procedure specifies the award to be made to the responsible bidder with the highest score.

- 6.2** Each proposal shall be reviewed to determine if the proposal meets the format requirements specified in the RFP. Proposals not meeting format requirements at this point shall be disqualified. These disqualified proposals shall not: (1) have their Technical Proposal scored; nor, (2) be considered for an award of contract.
- 6.3** Technical proposals shall then be submitted to the Selection Review Committee, which shall evaluate and score the Technical Proposals. Points will be assigned to the Technical Proposal as shown in RFP Section 2.3. A minimum of **116.25** points must be achieved in the Technical Proposal to be considered responsive. A non-responsive proposal shall not be considered for an award of contract and shall not have its Bid Proposal scored.
- 6.4** Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of ADP, such information was intended to mislead ADP in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the proposal.
- 6.5** All proposals meeting the format requirements and passing the Technical Proposal by **116.25** points or more shall then have their Bid Proposal score determined. Scores will be determined as stated in RFP Section 3.2.
- 6.6** The Technical Proposal points will then be added to the Bid Proposal score. Preference points will then be determined and added to the score to determine the overall score. Calculations up to the nearest tenth of a decimal point will be used. The bidder with the highest score will be awarded the contract.
- 6.7** The bidder's response to each item in the RFP must be identified with the same numbers and letters of the paragraph to which the response applies. Failure to number responses in this manner may adversely affect the scoring of the bidder's proposal if reviewers are unable to locate responses. Omitted responses result in no score for that section and no contribution to the overall score. The proposal should follow the format of the RFP.
- 6.8** Evidence which indicates that the bidder, bidder's staff, and/or consultants have in any way attempted to influence the confidential nature of the review through contacts with ADP staff or members of the Selection Review Committee will result in the automatic rejection of the bid.
- 6.9** All proposals and scoring sheets shall be available for public inspection at the conclusion of the scoring process.

7.0 PROTESTS

Notice of Intent to award contract will be mailed to all bidders. The notice will specify the time period available for submission of protests against the awarding of the contract.

To file a protest, the bidder must provide a full and complete written statement specifying the grounds for the protest to the Contracts Office of ADP (use address and FAX number in RFP Section 11.0). Protests are limited to whether ADP followed the processes presented within this RFP. A protest may not challenge the judgment of the Selection Review Committee in determining a proposal's score.

Following the receipt of a protest, filed during the time period specified in the intent to award notification letter, ADP shall review the protest and provide a written decision to the protesting bidder within 30 working days.

8.0 NEWS RELEASES

News releases pertaining to an award resulting from this RFP will not be made without prior written approval of the Director of ADP.

9.0 DISPOSITION OF PROPOSALS

A. Upon proposal opening, all documents submitted in response to this RFP become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents; however, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the "Letter of Intent" is posted.

B. Proposal packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

10.0 CONTACT FOR INFORMATION

Any questions you may have concerning this RFP should be submitted in writing to the Contract Office by the date listed in RFP Section 4.0, Estimated Time Schedule. Questions will be answered in a written summary, which will be provided to everyone who requested a copy of the RFP. Direct questions to the address, FAX, or Email listed in RFP Section 11.0.

11.0 LETTER OF INTENT

If your organization or firm intends to submit a proposal in response to this RFP, please send a Letter of Intent to apply by the date listed in RFP Section 4.0, Estimated Time Schedule. The letter should be on agency letterhead, signed by a person officially representing the organization. Letters of Intent are requested for ADP planning purposes only; they do not constitute a commitment to apply.

Send the letter to:

Mrs. Kathryn L. Frost, Contract Manager
Department of Alcohol and Drug Programs
Contracts Office, Administration
1700 K Street, 1st Floor
Sacramento, CA 95814-4037

You may also FAX your questions or Letter of Intent to (916) 324-5105 or E-mail to kfrost@ADP.STATE.CA.US. To verify receipt, you may call Kathryn Frost at (916) 322-3060.

ATTACHMENT I

DEFINITIONS

ADP refers to the State Department of Alcohol and Drug Programs.

Alcohol and other drug (AOD) means any beverage containing alcohol, and other drugs, whether licit, illicit, illegal, prescription, or over-the-counter.

Alcohol abuser means anyone who has a problem related to alcohol consumption of a periodic or continuing nature, which may be evidenced by substantial impairment to the individual's physical, mental, or social well-being adversely affecting their ability to function in the community.

Alcohol and other drug abuse program is a collection of AOD services which are coordinated to achieve the specified objectives of ADP and Division 10.5 of the Health and Safety Code.

Alcohol and other drug program administrator is the county AOD program administrator designated by the county board of supervisors, pursuant to Section 11800 of the Health and Safety Code.

Alcohol and other drug service means any service that is designed to encourage recovery from the abuse of alcohol and other drugs and to alleviate the individual's, his/her family's, and the community's problems associated with AOD abuse.

Assessment is an in-depth review, which includes an assessment of the level of care and client strengths and needs to provide information regarding life domains (i.e., AOD use, medical, employment, legal, social, family, and psychological).

Clients-participants are recipients of AOD treatment, recovery, and prevention services.

Consultant is an individual whose level or area of expertise extends beyond that of the contractor or their staff, who works for the contractor and delivers technical assistance and training on the contractor's behalf.

Consultation is the provision of expert advice, guidance, or information through written correspondence, telephone conversations, or on-site assistance to ADP.

Drug abuser means anyone who has a problem related to consumption of illicit, illegal, legal, prescription, or over-the-counter drugs in a manner other than prescribed that is of a periodic or continuing nature, which may be evidenced by substantial impairment to the individual's physical, mental, or social well-being adversely affecting their ability to function in the community.

Medical necessity means AOD treatment services reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury.

Narcotic Treatment Programs (NTP) are outpatient clinics licensed by ADP to provide narcotic replacement therapy using methadone and/or levoalphacetylmethadol (LAAM), which is directed at stabilizing and rehabilitating opiate-addicted individuals with an AOD abuse diagnosis.

Performance Partnership Grant (PPG) are funds from the Center for Substance Abuse Treatment that will replace the Substance Abuse Prevention and Treatment Block Grant. This grant will emphasize accountability through outcomes measurement of AOD treatment, recovery, and prevention services.

Research-Based Treatment is an accountability concept based on scientifically defensible substance abuse treatment research and evaluation, which are federal requirements for treatment programs using federal SAPT funds. (For more detailed information, see definition for “Treatment Principles of Effectiveness”).

State alcohol and other drug program is the statewide system of AOD treatment, recovery, and prevention services and projects administered by ADP.

Substance Abuse Prevention and Treatment (SAPT) Block Grant are funds from the federal Center for Substance Abuse Treatment (CSAT) provided to ADP as the single state agency in California for this grant. CSAT is within the Substance Abuse and Mental Health Services Administration, which is a division of the U.S. Department of Health and Human Services.

Treatment/recovery is the process that addresses an individual’s AOD use along with associated medical, psychological, physical, and social problems in order to help the individual return to productive functioning in the family, workplace, and society.

Treatment/recovery field consists of public or private community-based organizations, county operated, or local groups involved in the AOD treatment/recovery service delivery system funded and certified by ADP.

Treatment Principles of Effectiveness is a set of overarching principles that characterize the most effective drug abuse and addiction treatments. These research-based principles contained in the *Principles of Drug Addiction Treatment: A Research-Based Guide*, National Institute on Drug Abuse, October 1999, are:

1. No single treatment is appropriate for all individuals.
2. Treatment needs to be readily available.
3. Effective treatment attends to multiple needs of the individual, not just his or her drug use.

4. An individual's treatment and services plan must be assessed continually and modified as necessary to ensure that the plan meets the person's changing needs.
5. Remaining in treatment for an adequate period of time is critical for treatment effectiveness.
6. Counseling and other behavioral therapies are critical components of effective treatment for addiction.
7. Medications are an important element of treatment for many patients, especially when combined with counseling and other behavioral therapies.
8. Addicted or drug-abusing individuals with coexisting mental disorders should have both disorders treated in an integrated way.
9. Medical detoxification is only the first stage of addiction treatment and by itself does little to change long-term drug use.
10. Treatment does not need to be voluntary to be effective.
11. Possible drug use during treatment must be monitored continuously.
12. Treatment programs should provide assessment for HIV/AIDS, Hepatitis B and C, tuberculosis, and other infectious diseases, and counseling to help clients modify or change behaviors that place themselves or others at risk of infection.
13. Recovery from drug addiction can be long-term process and frequently requires multiple episodes of treatment.

ATTACHMENT II

SIGNIFICANT CONTRACT TERMS

1. Amendments

This contract may be amended. The amendment must be in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

2. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000 (PCC 10369).

3. Conflict of Interest

Contractor acknowledges that state laws on conflict of interests, found in the Political Reform Act, Public Contract Code section 10365.5, and Government Code section 1090 et. seq., apply to this contract.

4. Disputes

If Contractor believes that there is a dispute or grievance between Contractor and ADP arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with ADP's Project Representative. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with ADP's Project Representative, Contractor shall submit, in writing, a grievance report together with any evidence to ADP's Division Deputy Director. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within 10 working days of receipt of the written grievance report from the Contractor, the Division Deputy Director shall make a determination on the problem, and shall respond in writing to the Contractor

indicating the decision and reasons therefor. Should the Contractor disagree with the Division Deputy Director's decision, Contractor may appeal to the next level, following the procedure in "Disputes," paragraph B, set forth below.

- B. Contractor must submit a letter of appeal to ADP's Chief Deputy Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from ADP's Project Coordinator. Contractor's letter of appeal must be submitted within 10 working days of the receipt of the Division Deputy Director's written decision. The Chief Deputy Director shall, within 20 working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Chief Deputy Director shall be final.

5. Order of Precedence

In the event that there are any inconsistencies and/or ambiguities between this contract and any incorporated documents, the following order of precedence shall be used to interpret the contract requirements:

- A. Applicable State and Federal laws;
- B. The terms of the Standard Agreement (STD 213) including all exhibits and attachments;
- C. Request for Proposal entitled State Medical Director on Substance Abuse Services; then,
- D. The Contractor's response to the RFP.

6. Right to Terminate

ADP reserves the right to terminate this Agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if ADP should substantially fail to perform its responsibilities as provided herein.

However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on ADP's notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or ADP's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

7. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

8. HIPAA Provision

If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. ADP reserves the right to amend this Contract to assure compliance with HIPAA.

9. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

10. Nondiscrimination in Service, Benefits, and Facilities

- A. Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, sexual orientation, or disability as provided by state and federal laws.
- B. For the purpose of this contract, distinctions on the grounds of race, color, creed, national origin, sex, age, sexual orientation, or disability include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others

in determining whether he or she satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and, the assignment of times or places for the provision of services on the basis of the race, color, creed, national origin, sex, age, sexual orientation, or disability of the participants to be served.

- C. Contractor will ensure subcontractors provide services to intended beneficiaries without regard to race, color, national origin, sex, age, sexual orientation, or disability.
- D. Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, sexual orientation, or disability will be resolved by ADP pursuant to Title 9, California Code of Regulations Chapter 6, commencing with Section 10800.
- E. Contractor shall post, in a manner accessible to service participants, information of their rights including the right to file a complaint alleging discrimination or a violation of their civil rights with ADP.
- F. Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by persons with disabilities pursuant to 45 Code of Federal Regulations (CFR), Parts 84, Section 84.21 and 84.22 and 28 CFR, Part 35, commencing with Section 35.101.
- G. Contractor shall keep records, and at the request of ADP, submit all required compliance reports, and permit state access to records in order that the State can determine compliance with the nondiscrimination requirements pursuant to 45 CFR, Parts 80, 84, and 90, Section 80.6, 84.61, and 90.42 and 28 CFR, Part 35, commencing with Section 35.101.

11. Event Locations

Event locations shall meet federal and State accessibility requirements for persons with disabilities. Note: Event notices must include the following statement: "If you need a disability-related reasonable accommodation/alterative format for this event, please contact (name) at (phone number, E-mail address, and TDD number) by (a date up to two weeks prior to the event)." Contractor is responsible for providing any needed disability-related reasonable accommodations/alterative formats.

12. Publications – Alternative Formats

In accordance with the California Government Code Section 11135 and Title II, ADA requirements, publications that are made available through this contract must include the following statement: "This publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability." In addition, publications must be made available in other languages if requested by a monolingual person. Contractor is responsible for providing publication alternative formats.

13. Documents and Written Reports

Any document of written report prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by non-employees of the State exceeds \$5,000.

14. Contract Product Review

- A. All contract products produced under this Agreement shall be developed in accordance with the requirements stated in the Scope of Work.
- B. Prior to release, ADP shall have the right to review products produced as a result of this contract and request changes to those products. Contractor shall use its best efforts to incorporate requested changes.

15. Contract Product Disclaimer/Credit Statements

- A. If requested by ADP, products, including published materials, reports, brochures, posters, videos, etc., developed or used as part of this contract, shall contain the following or similar disclaimer statement: "The opinions, findings, and conclusions herein stated are those of the authors and not necessarily those of the State of California, Health and Human Services Agency, Department of Alcohol and Drug Programs."
- B. If requested by ADP, products, including printed materials, reports, brochures, posters, videos, etc., developed or used as part of this contract, shall contain the following or similar credit line: "Support for this project has been provided by the State of California, Health and Human Services Agency, Department of Alcohol and Drug Programs."

16. Rights in Data

- A. **Subject Data.** As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- B. **Federal Government and State Rights.** Subject only to provisions of Section C below, the Federal Government and State of California may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this contract.
- C. **License to Copyrighted Data.** In addition to the Federal Government and State of California rights as provided in Section B above, with respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant to the Federal Government and State of California a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for State of California or Federal Government purpose and to have or permit others to do so. Provided, however, that such license shall be only to the extent that the Contractor now has or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- D. **Marking and Identification.** Contractor shall mark all Subject Data with the number of this contract and the name and address of the Contractor or subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon Subject Data, and if such markings are affixed, the Federal Government or State of California shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- E. **Subcontractor Data.** Whenever any Subject Data is to be obtained from a subcontractor under this contract, the Contractor shall use Sections A, B, C, and D of this clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Federal Government's or State of California's rights in that subcontractor Subject Data.

- F. **Deferred Ordering and Delivery of Data.** The Federal Government or State of California shall have the right to order at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as ordered.

The Contractor shall exercise its best efforts to prepare and deliver such data as ordered. The Federal Government's or State of California's right to use data delivered pursuant to this paragraph shall be the same as the right in Subject Data as provided in Section B above. The Contractor shall be relieved of the obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of two years from the date of acceptance of such items. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustments or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such payment shall be agreed upon, in writing, by the Contractor and the State of California and/or Federal Government, whichever ordered the production of the data.

17. Contract Product Rights and Licenses

Contractor shall use its best efforts to secure all rights and licenses necessary for the creation, production, or development of the products executed under this contract.

18. Prior Approval of Training Events/Conferences

Contractor will be required to obtain prior ADP approval of the locations, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training event, seminar, workshop, or conference and for any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media. This requirement does not apply to necessary staff meetings to conduct routine business matters.

19. Subcontract Requirements

- A. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in paragraph A3 herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
1. The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
 2. The State may identify the information needed to fulfill this requirement.
 3. Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - a. A local governmental entity or the Federal Government;
 - b. A State college or university from any State;
 - c. A Joint Powers Authority;
 - d. An auxiliary organization of a California State University or a California Community College;
 - e. A foundation organized to support the Board of Governors of the California Community Colleges;
 - f. An auxiliary organization of the Student Aid Commission established under Education Code, Section 69522;
 - g. Entities of any type that will provide subvention aid or direct services to the public;
 - h. Entities and/or service types identified as exempt from advertising in State Administrative Manual, Section 1233, subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>; and,
 - i. Entities whose name and budgeted costs have been submitted to ADP in response to a competitive Invitation for Bid or Request for Proposal.
 4. Unless otherwise mandated by the funding agency (i.e., Federal Government), ADP may only pay the Contractor's overhead charges or indirect costs on the first \$25,000 of each subcontract.

- B. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority.
1. If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph A3 herein, ADP shall:
 - a. Obtain approval from the Department of General Services to use said subcontracts;
 - b. If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders; or
 - c. Obtain approval from the Secretary of the California Health and Human Services Agency to use said subcontracts.
 2. When the conditions of B1 apply, each subcontract that is not with a type of entity or of a service type described in paragraph A3 herein, shall not commence work before ADP has obtained applicable prior approval to use said subcontractor. ADP shall inform the Contractor when ADP has obtained appropriate approval to use said subcontractors.
- C. ADP reserves the right to approve or disapprove the selection of subcontractors and, with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
- Upon receipt of a written notice from ADP requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by ADP.
- D. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of ADP. ADP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by ADP.
- E. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by ADP, make said copies available for approval, inspection, or audit.
- F. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this Agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by ADP to the Contractor.

- G. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- H. When entering into a consulting service agreement with ADP, the Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this Agreement.
1. Budget detail format and submission requirements will be determined by ADP.
 2. Methods of including budget detail in this Agreement, if applicable, will be determined by ADP.
 3. Any subcontractor budget detail displayed in this Agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this Agreement.
- I. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- J. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from ADP, to permit ADP or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- K. Unless otherwise stipulated in writing by ADP, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- L. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the contract.

20. Domestic Partners Act

Pursuant to Public Contract Code, Section 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

21. Budget Contingency Clause (State Budget Act Appropriation)

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, ADP shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, ADP shall have the option to either cancel this Agreement with no liability occurring to ADP, or offer an agreement amendment to Contractor to reflect the reduced amount.

22. Salary Restriction

Contractor agrees that no part of any federal funds provided under this contract shall be used by the Contractor or any subcontractor to pay the salary of an individual at a rate in excess of the amount set by the federal National Institute of Health. Reference: http://grants.nih.gov/grants/policy/salcap_summary.htm. Note: At the time of this writing, the cap was \$180,100 per year direct salary, exclusive of overhead, fringe benefits, and general and administrative expenses.

23. Revenue Restrictions

Contractor agrees that any fees, refunds, rebates, credits, interest or other amounts accruing to or received by the Contractor under this Agreement shall:

- A. Be adequately documented as to their receipt and use. Such documentation shall be provided to ADP upon request.
- B. Be utilized to off-set project costs approved by the ADP in writing.
- C. Be paid by the Contractor to ADP, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by ADP under this Agreement, if not utilized to off-set project costs.

Unless stated in the Scope of Work of contract, Contractor may not charge participants a registration fee or fee for services.

24. Federal Funds (Applies to contracts funded in whole or part by Federal funds)

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to ADP by the United States Government for the Fiscal Year(s) covered by this agreement for the purposes of this program.

In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

If applicable, the recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

25. Federally Funded Contracts

The following laws apply to persons or entities doing business with the State of California with federal funds.

A. Federal Laws - Substance Abuse Prevention and Treatment Block Grant

This contract is governed by Government Code, Section 16366.1 and following; the federal reauthorization provisions of Title 42 United States Code (U.S.C.), commencing with Section 300w, Public Law 102-321, amendment to 42 U.S.C in the U.S.C. advance sheets (August 1992); and 45 Code of Federal Regulations (CFR), Part 96. The Catalog of Federal Domestic Assistance Number is 93.959.

Federal Award Year is 2005 with a grant period for expenditure of funds through September 30, 2006.

B. Prohibition Against Supporting Lobbying Activities

Contractor agrees that no part of any federal funds provided under this contract shall be used by the Contractor or any subcontractor to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal Grant funds and is not intended to offset your right, or that of any other organization, to petition Congress, or any other level of Government, through the use of other resources (Reference 31 U.S.C. 1352).

C. Clear Air and Water

1. The following is applicable only if the contract is not with a sole source vendor of products or services and if it exceeds \$5,000.

Under penalty of perjury Contractor agrees (it, he, she) is not:

- a. In violation of any order or resolution which is not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - b. Subject to a cease and desist order which is not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or,
 - c. Determined to be in violation of provisions of federal law relating to air or water pollution.
2. The following is applicable only if the contract or subcontract exceeds \$100,000 or the contract is not otherwise exempt under 40 CFR 15.5.
 - a. Contractor agrees to comply with all the applicable standards, orders, or requirements of Section 306 of the Clean Air Act 42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
 - b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

D. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
(Reference: 29 CFR, Part 98, Section 98.510)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

The contractor agrees that it will include the above debarment clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Lower tier covered transactions are defined as:

1. Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction.
2. Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a primary covered transaction.
3. Any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. Such persons are:
 - a. Principal investigators;
 - b. Providers of Federally-required audit services; and
 - c. Researchers.

ATTACHMENT III

SAMPLE PROJECT WORK PLAN

1. PROGRAM GOAL:

2. OBJECTIVES	3. TASKS	4. PERFORMED BY WHOM	5. OUTCOME

ATTACHMENT IV

SAMPLE PROJECT BUDGET FORMAT

PERSONNEL SERVICES

	<u>Salary Range Monthly/Hourly</u>	<u># Months or Hours</u>	<u>Percent of time</u>	<u>Total Amount</u>
Position				
Classification	\$____ - \$____	_____	_____	\$____
Position				
Classification	\$____ - \$____	_____	_____	\$____
Fringe Benefits* (____%)				\$____
INDIRECT COSTS* (____% x \$____)				\$____
TOTAL PERSONNEL SERVICES				\$____

OPERATING EXPENSES

Rent (\$____/sq. ft. x ____ sq. ft. x ____ (time))	\$____
Consultants (cost per hour/day and # of hours/days)	\$____
Travel and per diem (Consultant)	\$____
Travel and per diem (Staff)	\$____
Telephone/FAX	\$____
Postage	\$____
Office Supplies	\$____
Printing and Duplication	\$____
Equipment**(Rental, Use Allowance or Depreciation)	\$____
(list type of equipment)	
Subcontractor	\$____
TOTAL OPERATING EXPENSES	\$____
TOTAL BUDGET	\$____

NOTE: Line items listed are samples only. Bidder is to list those personnel and operating expenses needed to support their proposal.

*Fringe Benefits are only for employees—not Consultants, and indirect costs are only for employee salaries and benefits costs.

**Equipment may not be purchased; refer to language contained in Section 2.5, A. 2 of the RFP.

ATTACHMENT V

**DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
TRAVEL AND SUBSISTENCE GUIDELINES**

The travel reimbursement program continues to be subject to Internal Revenue Service (IRS) requirements for an accountable plan. There are no flat rate reimbursements. All items claimed are to be for the ACTUAL AMOUNT OF EXPENSE up to the maximum allowed. If the provisions below do not require submission of a receipt for a given item of expense, it is the employee's responsibility to retain receipts and other records of the expense and have them available for audit.

Lodging and meals that are either provided by the State, included in hotel expenses, conference fees, or transportation costs such as airline tickets, or otherwise provided, shall not be claimed for reimbursement.

TRAVEL BY PERSONAL AUTOMOBILE: Up to 34 cents per mile.

Where public transportation is not available or is available only with an undue loss of time, mileage for your personal automobile is allowed. Where automobile travel is an option and there is adequate public transportation, travel allowance will be made based on the cost of the lowest rail, bus, air fare available in lieu of the automobile mileage.

There is NO CHANGE in the meal and incidental rates. Employees may be reimbursed for their ACTUAL EXPENSES for breakfast, lunch, dinner, and incidentals for each 24 hours of travel as follows:

Breakfast up to \$6.00
Lunch up to \$10.00
Dinner up to \$18.00
Incidentals up to \$6.00

NOTE: Incidental expenses include, but are not limited to, expenses for laundering and pressing of clothing, and tips for services such as porters and baggage handlers. Incidentals do not include taxicab fares, lodging taxes, or the costs of telegrams or telephone calls.

LODGING RECEIPTS

All lodging reimbursements require a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt. Employees who stay with friends or relatives are not eligible for lodging reimbursement, but may claim their actual expenses for meals and incidentals.

SHORT-TERM TRAVEL TIME FRAMES

A. For continuous short-term travel of MORE than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each completed 24 hours of travel, beginning with the traveler's time of departure and return as follows:

1. On the first day of travel at the beginning of a trip of more than 24 hours:

Begins at or before 6AM - Breakfast may be claimed.

Begins at or before 11AM - Lunch may be claimed.

Begins at or before 5PM - Dinner may be claimed.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8AM - Breakfast may be claimed.

Trip ends at or after 2PM - Lunch may be claimed.

Trip ends at or after 7PM - Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

For continuous travel of LESS than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel Begins at or Before	Meals That Can be Claimed
6AM and ends at or after 9AM	Breakfast
4PM and ends at or after 7PM	Dinner

B. If the trip extends overnight, receipted lodging may be claimed. No lunch or incidentals may be claimed on a trip of less than 24 hours.

RECEIPTS

Receipts or vouchers shall be submitted for every item of expense of \$25 or more.

- A. Receipts are required for every item of transportation and business expense incurred as a result of conducting state business except for ACTUAL EXPENSES as follows:
1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
 2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.
 3. Telephone, telegraph, tax, or other business charges related to state business of \$5 or less.
 4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
- B. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

SHORT-TERM LODGING RATE

- A. Statewide, except as in (B) above, actual receipted lodging up to \$84 plus tax.
- B. When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara; and Central and Western Los Angeles, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

Central and Western Los Angeles is a designated geographical area within the boundaries of Sunset Boulevard of the North, the Pacific Ocean on the West, Imperial Blvd./Freeway 105 on the South and Freeways 110, 10, and 101 on the East. This area includes downtown Los Angeles, Inglewood, Los Angeles International Airport, Playa del Rey, Venice, Santa Monica, Brentwood, West Los Angeles, Westwood Village, Culver City, Beverly Hills, Century City, West Hollywood, and Hollywood.

ATTACHMENT VI

**SUBSTANCE ABUSE PREVENTION AND TREATMENT (SAPT) BLOCK GRANT
EXPENDITURE REQUIREMENTS
TITLE 45, CODE OF FEDERAL REGULATIONS, PART 96**

Restrictions on Expenditure of SAPT Funds

SAPT funds can not be used for:

1. Inpatient hospital services, unless:
 - a. A physician determines: the individual's primary diagnosis is substance abuse; the individual can not be treated in a community-based, non-hospital, residential setting safely; inpatient hospital services would improve the individual's condition; and the hospital based program follows national standards of substance abuse professional practice; or,
 - b. Expenditures made to pay the daily payment rate for inpatient hospital services (allowable under the aforementioned conditions) do not exceed the comparable daily rate of community-based, non-hospital, residential programs and such expenditures are only made to the extent that inpatient hospital services are medically necessary.
2. For cash payment to recipients of health care;
3. To purchase or improve land, for construction, for permanent improvements to buildings or facilities, or to purchase major medical equipment;
4. To fulfill requirements for non-federal funds as a condition for receiving such funds;
5. Financial assistance to entities that are not public or private non-profit; or,
6. Distribution of hypodermic needles for illegal drug use, unless the Surgeon General of Public Health determines that a needle exchange program is an effective means for reducing drug abuse and public health risks of Human Immunodeficiency Virus (HIV), Tuberculosis (TB), and other communicable diseases.

Payment Schedule for SAPT Funds

For services provided under the perinatal and HIV programs, or for TB services provided, SAPT funds must be the payment of last resort. All programs receiving SAPT funds and that provide the aforementioned services, must make every reasonable effort to establish eligibility determination, billing, and collection systems to:

1. Collect reimbursement for costs incurred from service provision to Social Security Act beneficiaries, recipients of any state compensation programs, or any other public assistance programs for medical expenses, any grant program, any private health insurance, or any other benefit program.
2. Secure payment from clients served according to their ability to pay.

Primary Prevention

ADP must expend twenty percent of the SAPT Block Grant award on primary prevention services. Primary prevention services are those services provided to individuals identified as high-risk for substance abuse, but who are currently not in need of treatment. Programs receiving prevention set-aside funds are required to provide primary prevention services using a variety of strategies. Prevention programs must use such strategies as:

- Information dissemination;
- Education on alcohol and other drug (AOD) abuse;
- Alternative activities excluding AOD use;
- Problem identification and referral for individuals who have indulged in alcohol under the legal drinking age or who have indulged in other drug use, but who are not in need of treatment services;
- Community-based process, wherein the communities' ability to effectively provide prevention and treatment services is enhanced; and/or,
- Environmental strategies to change written and unwritten community standards, codes, and attitudes.

HIV Set-Aside

ADP is required to expend five percent of the SAPT award on HIV early intervention services. In order to receive HIV set-aside funds programs providing HIV early intervention services must have began operation prior to the fiscal year for which the state is applying for SAPT funding. Such programs must also maintain an average expenditure level not less than the level maintained by ADP for HIV early intervention services, of non-federal funding for said services for two fiscal years preceding the fiscal year in which ADP receives SAPT HIV set-aside funds.

Programs receiving HIV set-aside funds must carry out activities to encourage intravenous (IV) drug users to seek treatment. However, programs can not require that clients undergo HIV early intervention services as a condition of treatment. HIV early intervention services must be provided at the site where AOD treatment is provided. Early intervention services include:

- Pre-test counseling;
- HIV testing to confirm presence of the virus;
- HIV testing to assess immune system deficiency;
- HIV testing to determine appropriate therapeutic measures; and,
- Post-test counseling.

Projects for HIV early intervention services must be conducted in areas where the need is greatest. If two or more such projects are carried out in a state, at least one must be in a rural area, unless the rate of Acquired Immunodeficiency Syndrome (AIDS) cases is two or less per 100,000, or there are no rural areas in the State.

Programs receiving SAPT funds must develop and implement a treatment capacity management system. When a program reaches ninety percent treatment capacity, they must notify ADP. Programs providing HIV early intervention services with SAPT HIV set-aside funds must also establish linkages with a comprehensive network of health and social service organizations.

IV drug users must be placed in HIV early intervention services within fourteen days of requesting AOD treatment services, unless there is insufficient treatment capacity. In the event that there is insufficient treatment capacity, the individual seeking treatment must be placed on a waiting list, with a unique identifier indicating that individual as an IV drug user. Such individuals must receive treatment services within 120 days of being placed on the waiting list, and must receive interim services within 48 hours.

Interim services are services provided to individuals denied treatment due to lack of capacity until they can be admitted into treatment. Interim services are provided to reduce side effects of AOD abuse, promote health, and prevent and reduce disease transmission. At a minimum, interim services must include:

- HIV and TB counseling services;
- Counseling and education on sharing needles;
- Risks of sexual transmission to partners and infants of TB and HIV;
- Counseling on prevention of HIV and TB transmission;
- Referral for HIV and TB services;
- Effects of AOD abuse on the fetus (for pregnant women); and,
- Referral to prenatal care (for pregnant women).

TB Services

Programs that receive SAPT funds must make TB services available to people in treatment. If there is no treatment capacity for such services, programs must refer clients to other TB services. Treatment programs receiving SAPT funds are required to link with other health care providers to ensure TB service availability. Individuals identified as having TB must be reported to the appropriate state official.

In addition, programs must follow infection control procedures, established by ADP, in consultation with the State Medical Director and the Department of Health Services, that include:

- Patient screening;
- Identification of individuals at high risk for infection;

- Fulfillment of reporting requirements without violating confidentiality laws; and,
- Case management.

Perinatal Set-Aside

Five percent of the SAPT Block Grant award must be expended on treatment services for pregnant women and women with dependent children. For each pregnant woman seeking AOD treatment services, programs must refer the woman to a facility with sufficient capacity to treat her. If there are not any facilities with capacity to treat a woman seeking treatment, programs must notify ADP and offer interim services within 48 hours.

The availability of these services must be publicized through public service announcements, posters, and outreach activities. Programs receiving SAPT funds that serve IV drug abusers must prioritize individuals seeking treatment in the following manner:

1. Pregnant IV drug abusers;
2. Pregnant AOD abusers;
3. IV drug abusers; then,
4. All others.

ATTACHMENT VII

STATE ECONOMIC DEVELOPMENT INCENTIVE PROGRAMS

SMALL BUSINESS

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

ENTERPRISE ZONE ACT (EZA)

LOCAL AGENCY MILITARY BASE RECOVERY ACT (LAMBRA)

The following are the procedures for bidders to follow if they wish to apply for 5% Small Business preference; or TACPA, EZA, or LAMBRA preferences of 5% each plus up to 4% workforce preferences each.

SMALL BUSINESS PREFERENCE

Section 14835, et seq. of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a Small Business or to non-small businesses claiming twenty-five percent California certified small business sub-contractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following:

- Subcontractor name;
- Address;
- Phone number;
- A description of the work to be performed and/or products supplied; and,
- The dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

In addition to the list, bidders must identify small business subcontractors on their Project Budget. The rules and regulations of this law, including the definition of small business for the delivery of services, are contained in Title 2, California administrative Code, Section 1896 et seq. A copy of the regulations is available upon request. To claim the small business preference, which may not exceed \$50,000 for any bid, your or the sub-contractor firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. Questions regarding the preference approval should be directed to that office at (916) 375-4940.

If you are claiming Small Business preference please complete the following small business information on you or your subcontractor(s) and return with your proposal:

Bidder's Small Business Number: _____ or date applied for
Certification: _____

Subcontractor Small Business Number: _____ or date applied for
Certification: _____

TACPA/EZA/LAMBRA PREFERENCES

(Applies when the bidder is able to pick the work site where services will be provided. Providing technical assistance statewide on an as needed basis does not qualify.)

Under the provisions of the TACPA, Government Code Section 4530 et seq., EZA, Government Code Section 7070 et seq., and LAMBRA, Government Code 7118 et seq., preferences are available to California based companies that demonstrate and certify under penalty of perjury that at least 50% of the total labor hours for manufactured goods, or 90% of the total labor hours for services (100% in the case of LAMBRA) will be performed in distressed areas. The Acts also makes available additional preferences to California based bidders who certify under penalty of perjury to hire persons in targeted employment areas.

Bidders are not required to apply for TACPA/EZA/LAMBRA preferences, and denial of preference requests is not a basis for rejection of the bid.

If bidders wish to be considered for the preferences, they must demonstrate and certify that they will comply with the requirements of these Acts. Bidders must complete and submit the applicable forms listed below. The information provided must demonstrate that the bidder has the ability to comply with the terms and provisions of the preference programs. The State, as part of its evaluation process, reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to; information from bidders, manufactures, subcontractors and any other sources available at the time of bid evaluation. Refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request, may result in denial of the preferences requested.

Bidders applying for preference(s) must submit the following form(s):

TACPA – STD 830 <http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>
EZA – STD 831 <http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>
LAMBRA – STD 832 <http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf>

SCORING PREFERENCES

The preference(s) will be based on the score of the bidder with the highest score that is not applying for the preference(s).

Example: The score of the highest scored proposal (that is not applying for a preference) is 180 points. This score amount would be multiplied by a preference (for example 5%) to determine additional preference points. ($5\% \times 180 = 9$ points). All bids applying and qualifying for the preference would have these additional preference points (in this case, 9 points) added to their score.